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A CONTRACT

Between The

SUPERINTENDENT OF SCHOOLS

Of the

DRYDEN CENTRAL SCHOOL

And The

DRYDEN EDUCATIONAL SUPPORT

PERSONNEL ASSOCIATION

RECEIVED

DEC 19 2006

NYS PUBLIC EMPLOYMENT
RELATIONS BOARD

July 1, 2006 to June 30, 2010

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This Contract is entered into this 16 day of November, 2006, by and between the Board of Education of the Dryden School District, hereinafter called the "Board", and the Dryden Educational Support Personnel Association, hereinafter called the "DESPA".

PHILOSOPHY

The Board and the Dryden Educational Support Personnel Association firmly believe that the primary function of the Board and its service employee staff is to assure each boy and girl attending the Dryden School the highest level of educational opportunities obtainable. The Board and the Association believe the objectives of the educational program are realized to the highest degree through mutual understanding, cooperation, and effective communications between the Board and its service employees.

ARTICLE I – RECOGNITION

The Dryden Board of Education recognizes the Dryden Educational Support Personnel Association as the exclusive bargaining agent for the permanent full-time and permanent part-time service employees, service employees on temporary full-time appointment and service employees hired as full-time long-term substitutes.

Employees on temporary full-time appointments and hired as full-time long-term substitutes shall only be covered by this Agreement for the purposes of leave and vacation benefits. The recognized bargaining unit shall exclude the job titles of: District Clerk, Treasurer, Senior Account Clerk/Typist, Payroll Coordinator, Secretary to the Superintendent, Human Resources Specialist, Account Clerk/Typist, Custodian (*Supv.: MS/HS/DES*), School Lunch Specialist, Transportation Supervisor, Buildings and Grounds Superintendent, and the Micro-Computer Technician.

The Dryden Board of Education will continue to recognize the Dryden Educational Support Personnel Association as the exclusive bargaining agent for the service employees of the School District, as long as this is the desire of a majority of the employees. For continued recognition, the Board will require satisfactory evidence the organization represents a majority of the employees. Such evidence shall be in the form of a membership list submitted to the Board of Education.

ARTICLE II – NEGOTIATIONS

A. Principles

1. Service Employee Personnel

It is recognized that members of the service employee staff require special qualifications and the success of the educational program in Dryden depends upon the maximum utilization of the abilities of service employees who are reasonably well satisfied with the conditions under which their services are rendered.

2. Right to Join or Not Join

It is further recognized that service employees have the right to join; or not to join the Association, but membership shall not be a prerequisite for employment or continuation of employment of any employee.

ARTICLE II – NEGOTIATIONS *continued*

3. Miscellaneous Provisions

If any provision of this Agreement or any application of the Agreement to any service employee shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Areas for Discussion and Agreement

This recognition constitutes an Agreement between the Board and the Association to reach mutual understandings regarding matters related to terms and conditions of employment. The Board and the Association recognize the Board as the legally constituted body responsible for the determination of policies covering all aspects of the Dryden Central Public School System. The Board recognizes it must operate in accordance with the statutory provisions of the State and such other rules and regulations as promulgated by the Commissioner of Education in accordance with such statutes.

C. Procedures

1. Opening Negotiations

On or after August 1 of the year preceding the final year of the Agreement either party may request the commencement of negotiations for a successor Agreement. The first session of negotiations, unless otherwise agreed by the parties, shall take place on or before December 1 of that year at which time the parties will mutually exchange proposals.

By November 1 the District and the Association shall advise the other in writing of the identity of its designated representatives for the purpose of negotiations.

At the first negotiations meeting all issues proposed for discussion shall be submitted in writing as completely as possible by the parties. Following the second meeting of the Association and the Chief School Officer representatives' additional items for negotiation will not be considered unless mutually agreed upon by both parties. The second meeting and all necessary subsequent meetings shall be called at times mutually agreed upon by the parties.

2. Meetings and Conduct

Representatives designated by the Chief School Officer shall meet at such mutually agreed upon places and times with representatives of the Association for the purpose of affecting a free exchange of facts, opinions, proposals and counter-proposals in an effort to reach mutual understanding and agreement. Both parties agree to conduct such negotiations in good faith and to deal openly and fairly with each other on all matters. Following the initial meeting, as described in paragraph 2 above, such additional meetings shall be held as the parties may require to reach an understanding on the issue(s) or until an impasse is reached. Meetings shall not exceed two (2) hours unless mutually agreed upon by representatives of the Chief School Officer and the Association and shall be held at a time other than the regular school day. In the event the parties have not reached an Agreement by the end of the fifth negotiation session the parties agree to file a joint resolution of Impasse with the Public Employment Relations Board (PERB). Negotiations may continue beyond the fifth session if the parties mutually agree to continue.

ARTICLE II – NEGOTIATIONS continued

3. Exchange of Information

Both parties shall furnish each other, upon reasonable request, all legal information pertinent to the issue(s) under consideration.

4. Consultants

The parties may call upon consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the requesting party.

5. Committee Reports

The parties agree that, during the period of negotiations and prior to reaching an Agreement to be submitted to the Chief School Officer and the Association, detailed proceedings of the negotiations shall not be publicly released unless such an issuance has the prior approval of Article II both parties. In the event of an Impasse it is recognized that each party has the right to submit a news release to the press concerning the Impasse, after providing the other party with a copy of material seventy-two (72) hours prior to publication.

6. Reaching Agreement

It is understood all Agreements reached during the negotiation proceedings will be considered as tentative Agreements by both parties until final Agreement has been reached on all items under discussion. When consensus is reached covering the proposed Agreements it shall be reduced to writing and submitted to the Association and the Chief School Officer for approval. Following approval by a majority of the Association members and the Chief School Officer the Board will take such actions upon the Agreement as are necessary for implementation.

D. Implementation and Amendment

1. These negotiation procedures shall become effective upon approval of the two (2) negotiation teams. It may be amended by mutual consent of both parties with written evidence of said consent being presented by each party to the other.
2. Once the Contract is ratified by the Chief School Officer and the Association, provisions apply to all service employees whether or not they are members of the Association.

ARTICLE III – APPOINTMENTS/DISTRICT POLICIES & RULES

- A. All employees will be appointed by the Board of Education upon the recommendation of the unit supervisor and the Superintendent.

B. Rules

Where applicable, employees will cooperate with the administrative staff in helping to enforce rules and regulations of the Board of Education

ARTICLE III – APPOINTMENTS/DISTRICT POLICIES & RULES continued

C. Code of Conduct & District Board Policies

All employees will abide by the District Code of Conduct and District Board Policies including the Code of Ethics for All District Personnel.

There will be a Board policy book and Code of Conduct document accessible to all members of the bargaining unit and located in each building. Its location will be made known and it will be updated as changes are made.

The Association will have opportunity to review and make recommendations regarding new or revised Code of Conduct and/or policy proposals, which affect the operations of the District, prior to Board approval. Policy changes enacted by the Board will be forwarded to the President of the Association within ten (10) days of the effective date.

D. Civil Service

Service employees will comply with all existing Civil Service requirements in force in the District.

The provisions of this Article shall be applicable only to non-competitive and labor class civil service employees except as otherwise specifically provided. Competitive class civil service employees shall be covered by the application provisions of the New York State Civil Service Law and the Rules or Regulations of the Tompkins County Civil Service Commission. Further, disputes with respect to the application of the Civil Service Law or Rules or Regulations of the Tompkins County Civil Service Commission to employees classified as competitive shall not be subject to the grievance procedure.

No displacement, promotion, transfer or recall shall be contrary to provisions of the Civil Service Law or the Rules of the Tompkins County Civil Service Commission. Any action taken which is contrary to Law shall be void.

E. Applications/Announcement of Vacancy

It shall be District policy to hire from within, whenever possible. Employed personnel will be given the opportunity to apply for all vacancies occurring in the service area, unless there is an existing civil service list of eligibles for competitive positions, in which case the District must use the civil service process. Part-time employees are encouraged to apply for dual positions thereby enhancing their opportunity to receive full-time benefits, (Articles VI.C.D. & IX.B). If these employees have the skills and abilities to perform the duties of the open position, the District will consider their bargaining unit seniority, (Article VI.O), when making hiring decisions. Postings for all vacant and new positions will be made in a timely fashion and will be posted in designated areas in all school buildings and a copy sent to the DESPA president. All postings will be for at least five (5) workdays, excluding Transportation Staff-Route Bidding Procedure as outlined in Article III.F.. Employees who submit applications will be among the final candidates considered for the vacancy provided they are qualified for the position. Prior to appointments by the Board of Education, successful candidates for positions must demonstrate they meet all qualifications for the position, including all Civil Service provisions. Interviewed applicants shall be notified, in writing, of the successful candidates. Nothing in this Section will serve to preclude the District from hiring the best-qualified candidate for each vacancy as so determined by the District.

ARTICLE III – APPOINTMENTS/DISTRICT POLICIES & RULES continued

Vacancies posted during the summer months or during a vacation of three (3) days or longer will be sent to the home address of the Association officers and the respective unit representative.

F. **Transportation Staff - Route Bidding Procedure**

Drivers/monitors/attendants staff will be eligible for temporary vacancies that may arise only after completing their regularly assigned job(s). The total number of hours employees are eligible to work is forty (40) hours/week. If there is no staff available, the supervisor shall make necessary assignments.

The following procedures are agreed by and between the parties to fill both permanent and temporary bus route vacancies that arise after the bidding has taken place in August of any school year.

1. A permanent vacancy will be posted for at least two (2) days before any action is taken. A posting notice will be placed in every transportation staff mailbox along with notice of the meeting at which the assignments will be made. All interested staff may come to the meeting and in the event that a staff member cannot attend the meeting that staff member can bid by proxy. Otherwise, staff not present at the meeting or submitting a proxy waive their claim to any and all routes that will be assigned in the meeting. Routes will be assigned on the basis of seniority with the most senior staff interested being assigned to that route provided they are qualified. As staff exercises his/her seniority rights he/she can opt for the combination of routes that gives that staff the greatest earning power. Staff will be credited with route seniority retroactively to the most immediate prior August.
2. A temporary vacancy expected to last more than fifteen (15) working days will be filled on a seniority basis from those regular, available staff. The procedures to be followed are set forth in paragraph 1 above, except that the assignments are temporary and at the end of that time, the staff(s) will revert to his/her prior run(s).
3. When school vehicles are used in the summer, staff will be assigned using the same criteria that are used for the regular school year based on the established list of drivers/monitors/attendants desiring summer employment.
4. It is understood that it may take one or more staff to fill a block of runs.
5. In the event a regular run is reduced to less than one (1) hour in length, the driver/attendant/monitor assigned to the run will receive at least one (1) hour for the run until such time as the run is re-bid or, until the end of the school year, whichever comes first.
6. **Extended Special Education Bus Run**
In the event that a special education bus run performed during the normal school year is extended through the Summer school period, and the Summer special education bus run is substantially the same as the regular school year special education bus run, the bus driver/attendant/monitor assigned during the regular school year route will receive a priority in assignment of that route, if summer employment is desired and shall receive his/her regular hourly rate of pay for the summer assignment. In the event of a vacancy, the same criteria as outlined above will be followed.

ARTICLE III – APPOINTMENTS/DISTRICT POLICIES & RULES continued

G. Transfers

No displacement, promotion, transfer or recall shall be contrary to provisions of the Civil Service Law or the Rules of the Tompkins County Civil Service Commission. Any action taken which is contrary to Law shall be void.

1. Voluntary Transfers

In instances involving staff requests for voluntary reassignment and/or transfer, the wishes of the employee will be considered to the extent these do not conflict with the educational program/operational process and are in the best interest of the school district. Employees may request a transfer in assignment at any time by written application to the superintendent with a copy to their supervisor and human resources. Employees will be notified within 10 working days of their interview as to the decision of the District to fill the job opening.

2. Involuntary Transfers

It is recognized some involuntary transfers of assignments may be unavoidable, however, they should be held to a minimum. If an involuntary transfer is to be made, such transfer shall be discussed thoroughly with the affected employee prior to notice of such transfer. An employee being considered for involuntary transfer will be given the reason in writing for the transfer by May 15 except in emergency or unusual circumstances. If the employee does not agree to the transfer, such employee shall have the right to a conference with the Superintendent

3. Assignments

As close as practicable to June 15 and prior to the close of the school year, each staff member will be notified in writing of his/her assignment for the following school year, including the school(s) to which he/she will be assigned, the student/teacher (if applicable) he/she will be assigned, and any special or unusual duties assigned. Changes in assignment will be made after this date only in unforeseeable situations. In such instance, the staff member shall be informed immediately of the assignment change and reasons for same. Relevant training will be provided for the assignment.

ARTICLE IV – SEPARATION FROM EMPLOYMENT

A. Resignation

Employees will make a reasonable attempt to submit a resignation notice to the Superintendent, at least fifteen (15) workdays in advance of his/her intent to discontinue services to the Dryden Central School District. This notification will include at least the effective resignation date. Employees planning to resign from the District for the ensuing school year are requested to assist the District by providing such written notice at the earliest time possible. Resigning employees shall not be entitled to severance pay but shall be entitled to be paid for any earned unused vacation time to a maximum of twenty-five (25) days of accrued vacation leave. A resignation may not be withdrawn, canceled or amended after it is delivered to the District without the consent of the supervisor and superintendent. (Appendix F)

B. Termination

Notice of termination of an employee shall be in writing and shall entitle such employee to two (2) weeks severance pay plus any earned unused vacation time to a maximum of twenty-

ARTICLE IV – SEPARATION FROM EMPLOYMENT continued

five (25) days of accrued vacation leave. Notice of termination means layoff or abolishment of duties.

C. **Discharge**

Notice of discharge of an employee shall be in writing and shall take effect immediately. Such discharged employee shall not be entitled to severance pay but shall be entitled to be paid for any earned unused vacation time to a maximum of twenty-five (25) days of accrued vacation leave. Notice of discharge means release from duties for misconduct and/or incompetence or other cause provided by statute.

D. **Layoff/Staff Reduction**

In the event of layoff or reduction in staff, the employee with the least seniority in the job title affected will be first to be laid off. If said employee had accrued seniority in another Dryden District position represented by the Association, he/she shall have bumping rights over the incumbent as long as the bumping employee has greater seniority within that position and meets the qualifications of the position.

In the event of recall, the employee with the greatest seniority within the position being filled will be given first opportunity to return provided he/she maintains the qualifications to perform the work. If an employee fails to respond in writing to the written recall notice within ten (10) working days of receipt of the written notice, then said employee shall be considered to have waived all recall rights to any position within the District and shall be considered to have resigned. Such resignation shall only occur if the position to which the employee is being recalled is permanent and at the same hourly rate or more, and the same or more number of work hours as the position from which he/she was laid off.

ARTICLE V - RETIREMENT

A. **Retirement Benefits**

Retirement benefits available under the New York State Employees Retirement Plan (non-contributory) New Career Plan, Section 75g and Section 60b will be provided for those service personnel listed under eligible classifications. The Board will also provide the employer's share of Social Security contributions for all eligible personnel.

B. **Health Insurance for Retirees**

Full-time bargaining unit employees enrolled in the District Health Insurance Plan who retire after ten (10) years of service to the District will have fifty percent (50%) of their District Health Insurance Plan paid by the District. If the retirement date is effective June 30, health benefits will continue at the employee rate the months of July & August unless the individual becomes eligible for health benefits provided by another employer. Full-time status for retiree insurance purposes will be determined according to Article VI.D. Individuals must have participated in the District Health Insurance Plan at least one (1) full year immediately prior to their retirement. The specific Plan in which the individual is enrolled, either Individual or Family, during the last year of employment is the Plan which will be covered during the retirement years of the individual.

C. **Early Retirement**

Persons planning to retire will notify the Superintendent's office in writing sixty (60) days prior to their intended resignation for the purpose of retirement from the Dryden Central

ARTICLE V – RETIREMENT continued

School District in order to be eligible. This option will not be available to employees discharged from the employment of the Dryden Central School District.

Service Employees eligible for this Early Retirement Plan may opt to take the money directly or to leave it on deposit in escrow to pay for their share of Health and Dental Plans in retirement.

D. **Retirement Sick Day Pay Back**

A retirement sick day pay back will be provided, as follows, to DESPA members and exempt personnel retiring with a minimum of fifteen (15) years of service in the Dryden Central School District. DESPA members and exempt personnel hired before July 1, 1996 with less than 15 years of service are also eligible for this benefit:

The first eight (8) years of eligibility for retirement benefits under the New York State Employees' Retirement System - one hundred percent (100%) of your accumulated sick days to a maximum of \$25,000.

The ninth year of eligibility for retirement benefits under the New York State Employees' Retirement System - one hundred percent (100%) of your accumulated sick days up to a maximum of \$10,500.

The tenth year of eligibility of retirement benefits under the New York State Employees' Retirement System - one hundred percent (100%) of your accumulated sick days up to a maximum of \$8,250.

The eleventh plus years of eligibility for retirement benefits under the New York State Employees' Retirement System one hundred percent (100%) of your accumulated sick days up to a maximum of \$6,250.

Early Retirement Option

Persons willing to declare early retirement three (3) years in advance will receive additional salary, equal to the eligible maximum retirement indicated above, which will be distributed over the last three (3) years of employment in the following manner:

<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
1/6 of eligible	1/3 of eligible	1/2 of eligible

In no instance will the person's regular contractual increment plus additional salary benefit exceed twenty percent (20%) of the previous year's salary. In the event that this might occur, the excess will be applied to the next year's salary benefit. This is to ensure that the entire benefit is applied to the final average salary. If an illness occurs which depletes sick leave below the number of days necessary to receive the maximum benefit, an adjustment will be made in the final year's additional salary benefit.

Persons wishing to exercise this option must request such in writing at least ninety (90) days prior to July 1 of the year in which payments are to begin.

If there is a catastrophic event in an individual's life, which dictates a change in the timing of an individual's retirement, an individual can opt out of this program by making arrangements with the District to repay money paid to the individual.

ARTICLE VI – EMPLOYMENT CONDITIONS

A. Assignment: Extra Duty

Staff will be eligible for extra duty assignments that may arise only after completing their regularly assigned job(s). The total number of hours staff are eligible to work is forty (40) hours/week. In the event of an unusual circumstance, the responsible supervisor will give approval for extra duty assignments.

The following procedure will be utilized when the District determines extra duty assignments exist within the bargaining unit or an existing unit position is temporarily vacant due to an employee absence. Should such an assignment or vacant position occur and the District decides to staff the assignment or vacancy, the following procedure shall be implemented:

1. Day-to-Day Extra Duty Assignments

If an extra duty assignment within the bargaining unit occurs and the District decides to fill the assignment, the employee selected shall be determined through the use of a seniority list of bargaining unit employees within the title being filled. If it is necessary to go outside the title to fill the extra duty assignment, the district will use the department seniority list to fill the assignment. An employee with the qualifications to perform the extra duty will be selected from the list. In the event an appropriate candidate cannot be found within the department, the District may fill the extra duty assignment with a non-bargaining unit person. The seniority list shall be a strict rotating list with the person appearing at the top of the list having first opportunity for the assignment. If the person at the top of the list refuses, is unavailable for the assignment, or accepts an assignment being offered, that person will move to the bottom of the list and shall rotate to the top accordingly. If a person refuses an assignment the District will offer the assignment to the person next on the list until the assignment has been accepted or until the District discontinues the offering.

2. Compensation Provisions

- a. Field Trips/Extra Trips: Effective 7/1/2003, transportation staff working field trips/extra trips will be paid \$11.10 per hour. Effective 7/1/2007, for 2007-08, 2008-09 & 2009-10, transportation staff working field trips/extra trips will be paid the salary schedule rate. (Article IX.A.)
- b. If an employee is selected for an assignment pursuant to this Section exclusive of 2.a. above, the employee shall receive his/her normal hourly rate of pay unless the position or assignment being filled is at a higher rated pay level than the employee's. In the event the position or assignment is at a higher rated level of pay the employee will receive a flat per hour increase of twenty-five cents (\$.25) for the duration of the assignment.
- c. In the event of the cancellation of a field trip, sporting or other extra duty event, assigned staff that report to work for such assignments shall be entitled to (1) one hour of straight time compensation at the normal hourly rate for that (1) function. Payment shall not be due if prior announcement or notice of the cancellation is made. Such announcement may be made via local radio and TV stations or through other normal means of communicating information to the affected staff.

3. Seniority lists established pursuant to this Section shall be maintained by the

ARTICLE VI – EMPLOYMENT CONDITIONS

supervisor and be available for review by employees upon request.

4. Nothing in this Section shall serve to require, compel or obligate the District to fill any assignment or position. Nor will it serve to diminish or reduce the District's unilateral right to determine the length, nature or duration of any assignments made pursuant to it.

B. Assignment: Temporary Full-Time Appointments & Full-Time Long Term Substitutes

Employees with temporary full-time appointments or hired as full-time long-term substitutes shall only be covered by this Agreement for the purposes of leave and vacation benefits. Eligibility for leave benefits commence only if and when such employees' appointment or assignment extends beyond, and the employee actually works beyond, forty-five (45) consecutive workdays as so determined by the District. In instances where such appointments and assignments extend beyond the forty-five (45) workday limit the application and accrual of such benefits shall not be retroactive but shall commence on the first workday following the expiration of the forty-five (45) workday limit.

C. Assignment: Part-Time Employment

Any employee scheduled and working less than a full-time work schedule shall be entitled to prorated leave and vacation benefits as long as the employee is scheduled and working a schedule minimally equal to one-half (1/2) that of a full-time employee in the same or similar position.

D. Assignment: Eligibility Benefit Schedule (Hours per Day).

<i>Job Title</i>	<i>Full-Time Equivalent for employees hired prior to 7/1/2006</i>	<i>Full-Time Equivalent for employees hired on or after 7/1/2006</i>
Food Service Helper	3	6
Senior Food Service Helper (Cassavant/Freeville)	5	6
Senior Food Service Helper	6	6
Food Truck Driver (School Chauffeur)	3	6
Cook, Baker	8	8
Keyboard Specialist	8	8
Receptionist	8	8
Word Processing Machine Operator	8	8
Data Entry Machine Operator	8	8
Stenographer	8	8
Secretary to an Administrator	8	8
Library Clerk	6.5	6.5
Part-Time Clerk: Mail Carrier	3	6
School Monitor (Playground; Cafeteria)	3	6
Teacher Aide (Classroom: Primary, Sp. Ed., Library, Supervision)	6.5	6.5
Teacher Aide (Copy Clerical)	5	6
Licensed Practical Nurse (until 1/31/2007)	7	7
Cleaner	8	8
Custodian	8	8
Groundskeeper	8	8
Maintenance Worker	8	8
Bus Driver	4	6
School Bus Attendant/School Bus Monitor	3	6
Supply, Safety and Inventory Clerk	8	8
Auto Mechanics' Helper	8	8
Auto Mechanic	8	8

ARTICLE VI – EMPLOYMENT CONDITIONS continued

E. Assignment: Minimum Work Year

1. 12 Month Staff

The minimum work year will be two hundred sixty days (includes 15 paid holidays). Office staff will, for the period of July 1 – September 1 of each year, be allowed to arrange for flexible hours of work with their immediate supervisor.

2. 11 Month Staff

The minimum work year will be two hundred forty days (includes 14 paid holidays). Office staff will, for the period of July 1 – September 1 of each year, be allowed to arrange for flexible hours of work with their immediate supervisor.

3. 10 Month Staff

The minimum work year will follow the annual school year pupil day calendar, plus staff days as requested to work (includes 13 paid holidays).

F. Miscellaneous Employment Conditions

1. Weekend Cleaner / Custodial Substitute

The custodial substitute will be used as a substitute for the regular custodians in either Freeville or Cassavant when there is an absence. When a substitute is not necessary for either custodian, the custodial substitute will be assigned cleaning duties. The weekend cleaners schedule will incorporate working the weekends and duties may include work in district facilities as needed. The schedule will be set by the supervisor.

2. Cafeteria Staff

Cafeteria staff are not paid for lunch break, but are entitled to meals

G. Association Release Time

1. Release time for the Association President and/or his/her designee shall be granted for the purpose of improving employer/employee relations when deemed appropriate by the Superintendent or his/her designee.

2. Five (5) days of release time per year will be allowed for the Association President or designee to conduct Association business.

3. The President of the Dryden Educational Support Personnel Association shall be entitled to release time equivalent to one hundred percent (100%) of one of his/her workdays per month for the purpose of conducting Association business.

4. In order to be entitled to utilize any of the release time as defined above, the President of the Dryden Educational Support Personnel Association must provide his/her immediate supervisor or the immediate supervisor of his/her designee with a minimum of two (2) working days advanced notice of his/her intentions to use release time

ARTICLE VI – EMPLOYMENT CONDITIONS continued

H. Continuous Employment

All DESPA employees are given reasonable assurance of continuous employment for the duration of this Contract. The fact that some details regarding the conditions of employment, including wages, hours or other working conditions are subject to implementation or modification by collective negotiations will not preclude the existence of reasonable assurance of employment, unless they receive written notice by the Superintendent or his/her representative. Such notice in writing will be served to each affected employee thirty (30) days prior to any re-staffing.

I. Emergency Closings

In the event the Superintendent decides that the Dryden Central School District must be closed the following procedure will take effect:

1. Notification will be made via local radio and TV stations at the earliest possible time.
2. The following service employees will report for work if so determined by the Superintendent: maintenance, grounds, building custodians and mechanics. These employees will receive pay at the rate of two (2) times their regular base hourly rate. Such pay will be for all hours worked on the emergency closing day. Any employee who is required to work on an emergency closing day reports to work and is subsequently released shall be entitled to a minimum of two (2) hours pay for the day. Such pay shall be in accordance with number 3 of this Section.
3. The District may require any and all employees to report to work on an emergency closing day. In such cases any employee so required to work will be paid at the rate of twice their regular, base hourly rate for all hours worked.
4. All employees not required to report to work on an emergency closing day will receive compensation for the day equal to the amount they would have received had the schools not been closed and they had actually worked their normal hours that day.
5. In the event an employee reports to work on a day when work has been canceled and the employee's attendance is not required the employee shall receive one (1) hour of straight time base pay for reporting to work. Such payment shall not be due if notice or announcement of the closing has been made by the Superintendent or his/her designee prior to the commencement of the employee's normal starting time. Such announcements will be made via local radio and TV stations at the earliest possible time.
6. Compensation for emergency closing days, as provided for in number 4 of this Section, shall be limited to a maximum of three (3) days per school year. Any emergency closing days in excess of the three (3) day maximum shall be without pay for all employees not actually required to report to work. Such employees, if not required to report to work, may request the use of an accrued vacation or personal leave day, if available, for the emergency closing day.

ARTICLE VI – EMPLOYMENT CONDITIONS *continued*

J. **Holidays**

The service employees' calendar will contain fifteen (15) paid holidays for twelve month employees; fourteen (14) paid holidays for eleven month employees; and thirteen (13) paid holidays for ten month employees. An annual school calendar committee will be comprised of the Superintendent and/or his/her designee, and members of DESPA, DFA & DAA as assigned by the respective association. This committee will prepare the annual school calendar, working off the draft calendar from the Superintendent. The specific dates for the DESPA annual holiday schedule will also be determined at this time. It is understood that in emergencies, specific dates may be changed by approval of the Board of Education, Superintendent, and the DESPA President.

In order to accommodate paid staff holidays and to emphasize the importance of time with family, events should not be scheduled on paid holidays. The idea is that all school buildings will be shutdown, and no school or outside events should be scheduled on scheduled paid holidays. The Superintendent may authorize exceptions to this provision.

If sick time is taken the day before or after a holiday, this time may be subject to disapproval by the employee's supervisor.

NOTE: Employees who took a floating holiday in the 2006-07 school year, prior to ratification of the Board of Education 11/13/06 MOA & this contract, will forgo holiday payment for Veteran's day.

K. **Annual School Shut Down**

To support the importance of time with family and to save on energy costs, all school district buildings will shut down December 24 through January 1 and no school or outside events will be scheduled. Staff will be paid for the weekdays that have not already been identified as a paid DESPA holiday as so determined by the annual school calendar committee. The Superintendent may authorize exceptions to this provision. (Article IX.C)

L. **Medical Examinations**

1. **New Hires**

It shall be mandatory for all newly appointed service employees, as required by the Board of Education, to receive a medical examination prior to any employment. The examination will be completed by the designated school physician or his/her staff.

2. **Transportation Staff Mandatory Annual Physicals**

As mandated by New York State, bus drivers are required to receive an annual physical. The annual physical will be completed by the designated school physician or his/her staff.

ARTICLE VI – EMPLOYMENT CONDITIONS *continued*

3. Medical Exams Requested by the Superintendent

All service employees shall submit to medical examinations as required by the Board of Education or the Superintendent. The examination will be completed by the designated school physician.

Should a dispute arise between the school physician and an employee's personal physician regarding the diagnosis of an employee's medical fitness to perform his/her job duties, a neutral third party physician will be selected. The third party physician will be selected by mutual consent of the school physician and the employee's personal physician. The decision of the third party physician will be recognized by the parties.

M. New Hire Employment Review

All new service employees hired by the District will be interviewed at the District office and provided with an explanation of all fringe benefits including, but not limited to health insurance, sick leave, vacation leave, and retirement. A form will be used to declare new employees' intention to join or not to join in contributory plan such as health insurance, dental insurance and retirement. A copy of the DESPA Contract in force at the time of employment will be provided to all new employees at the time of this pre-service interview.

N. Probation

Six (6) months of continuous employment in a position with the District shall constitute a probationary period. If warranted, and if the rule falls within Tompkins County Civil Service Rules, a probationary period may be extended up to an additional 6-months upon recommendation of the supervisor. After the probationary period, no employee shall be dismissed or otherwise subjected to any disciplinary action except for substantive reason, which shall include failure to meet eligibility requirements under Civil Service Law. Continuous employment does not include summer breaks and unpaid/paid leaves. (Appendix E)

O. Seniority

Seniority is the length of service in each job title. With respect to movement within each job title, in those instances where more than one (1) qualified candidate applies, the candidate with the most seniority in that job title will be appointed, with exception of assignments dealing with special education students. In which case the District will be able to use its discretion to make the appointment that is in the best interest of the student. The employee shall have thirty (30) calendar days to demonstrate his/her ability to do the work assigned, the determination as to ability is to be made by the immediate supervisor.

P. Staff Development/Conference Attendance

The Superintendent is authorized to approve requests of employees, including exempt personnel, to attend conferences.

The Dryden Central School District will provide a five thousand dollar (\$5,000) annual fund for the purpose of DESPA Staff Development. There will be a Staff Development Committee consisting of two (2) DESPA members, appointed by the DESPA President, one (1) member appointed by the Superintendent and one (1) member appointed by the Board of Education. The Committee will be responsible for determining the application process as well as the approval of requests from employees who wish to utilize this fund.

ARTICLE VI – EMPLOYMENT CONDITIONS continued

P. Staff Development/Conference Attendance continued

Requests must meet the following criteria to be considered eligible:

1. The request is appropriate for the applicant.
2. Value of the request to the district.
3. The content is worthwhile / training is required for job.
4. The presenter is qualified to facilitate the event.
5. Funding is available.
6. Substitute, if needed, is available.
7. Itemized information (i.e., itemized bill, program overview or agenda, etc.) must be attached to the request form. (Appendix G)

Meal Reimbursement

The maximum meal reimbursement incurred during mealtime for approved events when meals are not provided will be as follows:

Breakfast	Four dollars (\$4)
Lunch	Five dollars (\$5)
Dinner	Eight dollars (\$8)

Vouchers and receipts are required for reimbursement. (*see also Article IX.I*)

Training, Licensing, In-Service Training

Personnel attending in-service training sessions, upon request of the Board of Education, will be reimbursed at the employee's hourly rate per hour in session for the time and travel involved. Such payment will only be effected for time, excluding breaks & travel time, devoted outside of the regular working day.

Q. Summer Substitutes

Before the end of classes in June of each school year, the District will send out a notice to less than 12-month unit staff regarding summer employment as substitutes for regular 12-month bargaining unit employees of the District. This notice will direct interested employees to indicate their interest for summer work they are qualified and willing to perform, by signing up on the proper form provided in the school building in which they work. When soliciting substitutes for twelve month bargaining unit employees during the Summer vacation period, the District will first draw upon those employees appearing on the sign up lists that fall under the same title, department, and/or have been trained as a sub for the area in need of summer help. Employees called to work as substitutes shall not accrue or gain any benefits for the work other than payment at their regular hourly rate of pay for all hours worked in their own job titles, or at the rate of nine dollars (\$9) per hour when working in any other job title, during the substitute assignment. Nothing in this Section will compel or force the District to obtain a substitute for any vacancy or absence that may arise. In the event that no qualified employee on the list expresses an interest and willingness to perform the work available, the District shall be free to make other arrangements as it sees fit.

ARTICLE VI – EMPLOYMENT CONDITIONS *continued*

R. Time Clocks

The parties agree that time clocks will be utilized to record an employee's actual time worked. Time cards may be substituted for time clocks for clerical personnel, and, through January, 2007 Licensed Practical Nurse personnel. All individuals will be responsible for their own time card and for properly filling it out. No one shall tamper with another's time card.

S. Dryden School Tuition

Children of non-resident support staff may attend Dryden Central School at no cost.

ARTICLE VII – LEAVES

All employee leave days will be credited in hours according to each employee's regularly scheduled hours worked. Part-time employee eligibility is described under Article VI.C of this Contract.

A. Sick Leave

1. Each employee will receive an accounting of his/her accumulated sick/personal days as of September 1 of each year.
2. Sick leave is to accrue at the rate of ten (10) days per year for ten-month employees, eleven (11) days per year for eleven-month employees, and twelve (12) days per year for twelve-month employees. Employees will be allowed to accumulate unused sick leave.
3. After three (3) consecutive days of absence, a physician's release to work note may be required by the supervisor upon the employees return to work.
4. If sick time is taken the day before or after a holiday, this time may be subject to disapproval by the employee's supervisor.

B. Sick Leave Bank

1. Eligible after one-year (1) of continuous unbroken service to the District.
2. There will be a Sick Bank Committee consisting of the school superintendent four (4) DESPA members who will be representative of the DESPA membership and will be appointed by the DESPA executive committee. One criterion to serve on this committee will be a good attendance record. The school physician will serve in an advisory capacity as needed.
3. Each employee, including exempt personnel, will donate one-half (1/2) day of their sick leave to the Bank on August 1st of each year and the Board of Education will match the employee group's donation in one-half (1/2) increments. An accounting of sick time remaining in the Bank will be made each June 30. However, should the Sick Bank contain at least One Thousand Five Hundred Ten (1510) hours on this date, no employee will be assessed nor will the Board. The sick leave bank balance will be capped at Two Thousand Four Hundred 2400 hours.

ARTICLE VII – LEAVES continued

B. Sick Leave Bank continued

4. In addition to the assessment procedure listed above, employees so wishing may donate their accumulated sick leave to the Bank. Additionally, an employee may donate to a designated needy recipient a number of sick leave hours with the Sick Bank Committee's expressed approval.
5. Any employee, including exempt personnel, may apply for additional sick leave from the Sick Bank after his/her accumulated sick leave has been exhausted and he/she has suffered a prolonged serious illness, injury, accident or operation. Five (5) consecutive working days must pass without benefits before an application may be considered. If leave is granted by the Sick Bank Committee, benefits will be retroactive to the first day of need.
6. Application for use of the Sick Leave Bank shall be accompanied by a medical report setting forth the nature of the illness or injury and the anticipated date of recovery and return to work. The Sick Bank Committee will have the right to request additional medical information if it deems such information necessary as well as the right to have the applicant examined by a school physician or a physician designated by the school physician. The Committee may grant sick leave bank applicants an equivalent of up to fifteen (15) days. Any further need of additional time will require a new application with medical report and reconsideration by the Sick Bank Committee. Should the Sick Bank Committee approve the request for additional time; the applicant will not be required to re-qualify by waiting an additional five (5) consecutive working days without benefits before the benefits are granted.
7. Employees who retire or resign from their employment will have the balance of their unused/unpaid sick leave deposited in the Sick Bank.

C. Family and Medical Leave Act

With respect to the Family and Medical Leave Act of 1993, each eligible employee is entitled to twelve (12) weeks of unpaid leave in any twelve (12) month period; maintenance of group health benefits during the period of leave on the same basis as the health benefits were offered prior to the leave; and the right to be reinstated to the same or equivalent position upon returning. Such leave may be taken to care for the employee's child (birth, adoption, or foster care), to care for a seriously ill family member, or because of the employee's own serious illness. (Article VII.C. & Appendix B)

D. Personal Leave

Annually, as of July 1, each employee shall be credited with two (2) personal days. Personal business shall be defined as business that cannot be conducted other than during normal working hours. The unit supervisor is authorized to grant five (5) personal business days per year. These days are not to be deducted from annual sick leave, and if at the beginning of the school year the maximum of five (5) days have accumulated, the additional personal days will immediately revert to sick leave. Every effort will be made by staff to schedule appointments around their work schedule to minimize disruption to the educational system. The Superintendent is authorized to grant additional use of personal business leave in unusual and justifiable instances.

ARTICLE VII – LEAVES continued

E. **Family Illness**

Sick leave may be used for illness in the immediate family. These days are to be deducted from accrued sick leave. Request for use of this leave is to be made to the appropriate administrator/supervisor. Members of the immediate family are described as follows: father, mother, sister, brother, child, husband, wife, mother/father in-law, grandparent, grandchild, or person in the immediate household. The Superintendent is authorized to grant additional use of sick leave in unusual and/or justifiable instances. Members utilizing a sick leave are required to complete a Leave Request Form either prior to or immediately following the leave.

F. **Bereavement**

In the event of death in the immediate family, a special leave of up to three (3) days may be granted for each eligible event. Additional days may be approved by the Superintendent in justifiable instances and will be deducted from sick leave. Initial requests for bereavement leave are to be made to the appropriate administrator. The definition of family for purposes of this Section shall be the same as defined under “Family Illness”. Members utilizing a bereavement leave are required to complete a Leave Request Form either prior to or immediately following the leave.

G. **Absence From Duty**

Absence from duty for reasons other than those covered by Sections A through F above requires the recommendation of the Superintendent and must be approved by the Board of Education. Leave without pay will only be granted under unusual and justifiable circumstances. Employees who take unauthorized leave without pay will be subject to disciplinary action up to and including discharge.

H. **Parental Leave**

Parental leave will be granted in accordance with state laws for up to one (1) year. Extensions to the leave may be granted at the discretion of the Board.

I. **Leaves of Absence**

Employees may be granted up to one (1) year's leave of absence, without salary, without loss of seniority rights and no loss of salary increments upon completion of three (3) years of continuous service within the District with appropriate Board of Education approval. Leaves may be granted for reasons of health or unforeseen family circumstances, or for educational purposes that are job related. The employee is required to inform the Board of Education of his/her intent to resume or terminate employment thirty (30) days before the leave expires.

J. **Leave Forms**

Service employees will be required to complete proper sick leave and personal leave forms. (Appendix A & B)

ARTICLE VIII – VACATION POLICY

A. Twelve Month Employees

Personnel employed on a twelve month basis, i.e., Office Staff, Plant/Maintenance, and Transportation-Mechanics, will be entitled to two (2) weeks vacation per year (ten [10] working days).

1. Employees will be credited with all earned and accumulated vacation leave time on July 1 of each Contract year. Vacation for eleven-month office employees will be prorated at 11/12 of twelve (12) months and ten-month office employees will be prorated at 10/12 of twelve (12) months.
2. A maximum vacation leave may be accumulated up to thirty-five (35) working days.
3. Earned vacation time may be granted by a unit supervisor up to ten (10) consecutive working days. Longer periods must meet approval of business office officials as well.
4. Vacation requests must be in writing on the proper form and must be submitted at least two (2) weeks prior to the commencement of the requested leave time. In cases where extenuating circumstances prohibit the submission of the written request two (2) weeks prior to the commencement the District shall have the ability to review and consider those requests. The District will respond to written requests within five (5) working days after receipt of the written request.

B. Years of Service

New employees starting prior to April 1 of each school year, will be entitled to prorated earnings and one year's credit for future vacation earnings purposes on the following July 1.

Eligible personnel who have successfully completed five (5) years of service will be entitled to earn three (3) weeks of vacation in their sixth, seventh, eighth, and ninth year of employment.

Eligible employees completing nine (9) years of service will be entitled to earn four (4) weeks of vacation in their tenth, eleventh and succeeding years of employment.

Years of Employment	Annual Vacation Leave Days		
	12 Month	11 Month	10 Month
Hire - 1 (Prorated)	10	9	8
2, 3, 4, 5	10	9	8
6, 7, 8, 9	15	14	13
10, 11, 12, 12+	20	18	17

ARTICLE IX – SALARY

A. Salary Schedule

This schedule shall stay in full force and effect until a successor agreement is consummated.

1. For 2006-07, each returning unit member not being picked up by the increase of the rate will receive a 5% increase, up to but not to exceed a maximum of \$0.75 per hour.
2. For 2007-08, 2008-09, and 2009-10, each returning unit member not being picked up by the increase of the rate will receive a 4% increase, up to but not to exceed a maximum of \$0.90 per hour.

Title	2006-07 Rate	2007-08 Rate	2008-09 Rate	2009-2010 Rate
Café: Food Service Helper	\$8.00	\$8.50	\$9.00	\$9.50
Café: Senior Food Service Helper	\$8.60	\$9.10	\$9.60	\$10.10
Cafe: School Chauffeur (Food Truck Driver)	\$8.95	\$9.45	\$9.95	\$10.45
Cafe: Cook – Manager	\$9.50	\$10.00	\$10.50	\$11.00
Clerical: Keyboard Specialist; Receptionist; Word Processing Operator; Data Entry Operator	\$11.00	\$11.50	\$12.00	\$12.50
Clerical: Stenographer; Secretary to Principal; Transportation Assistant	\$12.75	\$13.25	\$13.75	\$14.25
Clerical/Transp.: Part-Time Clerk (Mail Carrier)	\$8.95	\$9.45	\$9.95	\$10.45
Monitor: School Monitor (<i>i.e., playground & cafeteria</i>)	\$8.00	\$8.50	\$9.00	\$9.50
Aide: Teacher Aide (<i>i.e., primary classroom, library, supervision & copy</i>)	\$9.10	\$9.60	\$10.10	\$10.60
Aide: Teacher Aide (<i>Special Education</i>)	\$9.60	\$10.10	\$10.60	\$11.10
B/G: Cleaner	\$8.60	\$9.10	\$9.60	\$10.10
B/G: Weekend Cleaner / Custodial Sub	\$9.50	\$10.00	\$10.50	\$11.00
B/G: Custodian (non-supervisory)	\$10.00	\$10.50	\$11.00	\$11.50
B/G: Groundskeeper	\$10.10	\$10.60	\$11.10	\$11.60
B/G: Maintenance Worker	\$13.50	\$14.00	\$14.50	\$15.00
Transp.: School Bus Driver	\$12.50	\$13.00	\$13.50	\$14.00
Transp.: School Bus Attendant	\$9.60	\$10.10	\$10.60	\$11.10
Transp.: School Bus Monitor	\$9.10	\$9.60	\$10.10	\$10.60
Transp.: Supply/Safety/Inventory Clerk	\$12.25	\$12.75	\$13.25	\$13.75
Transp.: Auto Mechanic Helper	\$13.50	\$14.00	\$14.50	\$15.00
Transp.: Auto Mechanic	\$14.50	\$15.00	\$15.50	\$16.00

ARTICLE IX – SALARY continued

B. Contracts

All contracts shall be no more than forty (40) hours per week. An employee may work under any combination of contracts. (Reference Articles III.E & VI.C.D.)

C. Overtime

1. Dryden school employees will be paid at their normal hourly rate for total hours worked. The above personnel would be reimbursed time and one-half over forty (40) hours per week, based on the individual's hourly rate. In determining the number of hours worked in a week, all paid leaves of absence will be included as time worked.
2. Double time will be paid per hour to service employees working on Sundays for school related functions. Double time shall mean two (2) x the employee's hourly rate of pay (i.e., \$8 per hour = \$16 per hour double time). Double time on Sundays refers to double the hourly rate, not double time in addition to the individual's hourly rate.
3. Employees who perform duties for the district on a school holiday shall receive holiday pay at their normal daily rate in addition to double time for hours worked. Overtime for holidays equals double time plus holiday pay.
4. For authorized unscheduled emergency call-in, (for example: boiler problems, school bus breakdowns, alarms, water/gas leaks), employees will receive a minimum of 4 hours show-up time (including hours actually worked) at their regular hourly rate of pay. Actual time worked will be compensated at time and one-half (1.5) x the employee's hourly rate of pay, [i.e. Called in. Get 4 hours for showing up. Example: Two (2) of these 4 hours are actual time worked. Translation: Two (2) of the 4 hours are paid at the regular pay rate. The remaining 2 hours that was actual work are paid at 1.5 pay. End result: 5 hours pay.]

If the call-in falls on a holiday, the actual time worked will be calculated as outlined in #3 above.

5. An individual called out prior to the start of his/her regular shift shall be compensated at one and one-half times their regular rate of pay for hours worked prior to the start of their shift should the district choose to send them home prior to the end of their normally scheduled work day.
6. The need for overtime may arise on occasion but should be held to a minimum. For overtime requests, the approved overtime request form, (Appendix D), must be completed and submitted to the Superintendent or his/her designee, (i.e., principal or supervisor), for review and approval or disapproval. The completed form must be turned in to payroll with the corresponding payroll time summary report.

D. Salary Statement

All service employees shall receive an annual computation of wages, which lists the employee's hourly rate, longevity, experience and other pertinent compensation information and is not to be construed as a contract for employment.

ARTICLE IX – SALARY continued

E. **Longevity**

Longevity is defined as continuous, unbroken, permanent service to the Dryden Central School District.

Longevity credit will be applied to staff on either January 1, April 1, or, July 1 following the completion of their required eligible years of service.

Employees whose longevity earnings fall above the eligibility chart for their current years of service will continue to receive their current rate until they reach their next eligible service level, at which time they will receive the corresponding longevity rate as established by their new eligible service level.

Longevity Eligibility Chart

<u>Completed Continuous/Unbroken Service</u>	<u>Longevity Hourly Rate <i>(not accumulative)</i></u>
Five (5) years	Twenty Cents (\$.20)
Ten (10) years	Thirty Cents (\$.30)
Fifteen (15) years	Forty-Five Cents (\$.45)
Twenty (20) years	Seventy-Five Cents (\$.75)
Twenty-Five (25) years	One Dollar Ten Cents (\$1.10)
Thirty (30) years	One Dollar Twenty Cents (\$1.20)
Thirty-Five plus (35+) years	One Dollar Twenty-Five Cents (\$1.25)

F. **Shift Differential**

An evening shift differential for cleaners and mechanics will be twenty cents (\$.20) per hour. A night shift differential (12 a.m. to 6 a.m.) for cleaners and mechanics will be thirty cents (\$.30) per hour.

G. **Mechanics as Substitute Bus Drivers**

Mechanics needed to substitute as a bus driver will be paid at the base of the Bus Drivers pay scale or at their rate of pay, whichever is higher.

H. **Maximum Meal Reimbursement**

The maximum meal reimbursement incurred during mealtime for approved events when meals are not provided will be as follows:

Breakfast	Four dollars (\$4)
Lunch	Five dollars (\$5)
Dinner	Eight dollars (\$8)

Vouchers and receipts are required for reimbursement. *(see also Article VI.P-Staff Devel.)*

ARTICLE X – HEALTH AND DENTAL INSURANCE

A. **Employment Eligibility**

In determining full-time, part-time, or less than half-time status for health/dental insurance benefit eligibility, the following shall apply:

1. Effective for staff hired as of July 1, 2006:
 - a. Full-Time benefits
Full-time benefits are eligible to employees working a minimum of 30 hours/week.
 - b. Part-Time prorated benefits
50% benefits are eligible to employees working a minimum of 15 hours/week.
Employees working more than 15 and less than 30 hours/week are eligible for prorated part-time benefit to the percent of hours/week employed.
2. Employees hired prior to July 1, 2006, with no break in service to the District, are grandfathered under the 2002-2006 DESPA contract benefit schedule (Article VI.D. – Eligibility Benefit Schedule).

B. **Health Plan**

1. Premium
School Pays 85%,
Full-Time Employee Pays 15%; Part-Time Employee is Prorated to FTE
2. Prescription Co-Pay
Eligible employees shall pay five dollars (\$5) per generic prescription and ten dollars (\$10) per name brand prescription as a co-pay amount.

C. **Dental Plan**

1. Premium
School Pays 75%,
Full-Time Employee Pays 25%; Part-Time Employee is Prorated to FTE

D. **Insurance: Staff Separation**

If the separation date from the District is effective June 30, health benefits will continue at the employee rate for the months of July & August unless the individual becomes eligible for health benefits provided by another employer.

ARTICLE XI – UNIFORMS

A. **Plant Maintenance & Cafeteria Staff**

The District will provide two (2) new appropriate uniforms per year for regular employees. Cafeteria permanent substitutes will receive one (1) new uniform per year. Laundering will be the responsibility of the employee. Uniforms will be worn by these employees while on duty. Uniforms will be approved by the business administrator and provided to these employees prior to the start of the school year. The care and use of these uniforms is a condition of employment for these personnel.

For each unit (i.e., plant maintenance & cafeteria), a committee of three (3) personnel chosen by the unit members and the unit supervisor will recommend to the business official for approval, the uniform to be purchased. The selection of uniforms shall be within the District budget guidelines for uniforms.

ARTICLE XI – UNIFORMS continued

B. Transportation Staff

One (1) new jacket, every two (2) years will be provided to all transportation staff. A Committee of three (3) transportation department members chosen by the unit and the transportation supervisor will recommend the type of jacket to be purchased to the business administrator for approval. The care and use of these jackets while on duty is a condition of employment.

C. Transportation: Mechanics

The District will continue to provide laundered uniform service for the transportation mechanics as they have in the past. A clean and laundered uniform will be provided for each work day.

ARTICLE XII – MISCELLANEOUS PROVISIONS

A. Commitment

This Contract shall constitute the full and complete commitments between both parties and may be altered, changed, added to, or deleted from only through the mutual consent of the parties in a written and signed amendment to the Contract.

B. Contract

This Contract shall supersede any rules, regulations, or practices of the Board, which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

C. Other Agreements

Any individual arrangement or Agreement between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Contract. Use of the parties' Collective Bargaining Agreement to enforce, appeal or otherwise modify any Agreement achieved pursuant to this Section is expressly prohibited unless mutual Agreement exists between the DESPA President and the Superintendent so to permit its use.

D. Compliance with Laws

If any provision of this Contract or any application of the Contract to any employee or group of employees shall be found contrary to law, then such provision of application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

E. Meetings

The Administration shall have the right to call for meetings with all service employees or any part thereof with attendance being mandatory and compensation to be made at the regular hourly rate. Effort will be made to schedule such meetings either during or contiguous to the affected employees' normal work hours. Advance notice of these meetings will be provided to employees. Effort will be made to provide such notice two (2) weeks prior to the date of the meeting. If any meeting is scheduled to be held during the employees' lunch period effort will be made to assure that time is made available for lunch.

ARTICLE XII – MISCELLANEOUS PROVISIONS continued

F. Agency Fee

The District shall deduct from the salary of each bargaining unit employee who is not a member of the Association, an agency fee. Exceptions from the agency fee deduction are all exempt employees and supervisors. This fee, which shall be payable and forwarded to the Association in the same manner as members' dues, shall not exceed the dues amount. The Association President and the Business Administrator shall convene on or about October 15 of each year for the purpose of reviewing the list of bargaining unit members required to pay an agency fee.

The Association agrees to indemnify the District and hold it harmless against any and all claims that may arise against the District for complying with the agency fee provision. The District shall give to the Association President the original or true copy of any notice or claim made on the District pertaining to the agency fee provision.

ARTICLE XIII – GRIEVANCE PROCEDURES FOR DESPA EMPLOYEES

A. Resolution

The Board of Education of the Dryden Central School District hereby establishes and adopts the following procedures for the orderly settlement of grievances:

B. Intent

The Board intends that these procedures promote an increased harmonious relationship among employees, the Administration, and the Board of Education. Further, it is intended that these procedures will provide for the prompt and fair settlement of grievances as they arise, and to assure equitable treatment for service employees pursuant to established regulations and policies of the District, as approved by the Board of Education. Where an employee or group of employees determines that there has been an inequitable application of same by the District, this shall be a proper subject for use of the grievance procedure.

C. Definitions

For purposes of pursuing the procedures listed below grievances shall be defined as follows: "Grievance shall mean any claimed violation, misrepresentation or inequitable application of the terms of this Contract."

D. General Rules

1. A resolution of a grievance is to be obtained at the earliest Stage possible. Time limits specified may be extended only by mutual Agreement in writing.
2. An employee shall have the right to present grievances free from coercion, interference, restraint, discrimination or reprisal.
3. An employee shall have the right to be represented at any Stage of the procedure by a person(s) of his/her own choice, selected from the Association or its State or National affiliate.
4. All hearings shall be confidential.

ARTICLE XIII – GRIEVANCE PROCEDURES FOR DESPA EMPLOYEES continued

5. Appeals and decisions made at all Stages shall be submitted in writing as per the procedure outlined in the Stage with copy to the DESPA President. Decisions made at all Stages shall be submitted in writing to the aggrieved, DESPA President, the Board of Education and District Superintendent.
6. No person shall act as hearing officer more than once for the same grievance.
7. The District shall not be compelled to make records used during these proceedings available for the pursuit of the grievance in another forum outside the school organization.
8. Consideration of the grievance at all Stages will be limited to the original complaint filed.
9. Wherever "days" shall appear under this Article, they shall mean workdays.
10. The grievant shall have the right at all Stages to call and cross-examine witnesses. The employee and his/her representative will have the opportunity to be present during the discussion of the grievance at all Stages.
11. Failure to strictly adhere to the time limits agreed to by the parties and contained in this Article shall bar any further appeal of the grievance by the grievant and/or the Association. Failure of the District to provide a written response to a written grievance at any Stage within the prescribed time limits will cause the grievance to proceed to the next Stage of the grievance procedure.
12. The time limits contained in this Article will commence upon the signing of this Agreement.

E. Procedures

1. Stage One

A grievance shall not be valid unless filed within thirty (30) days of when the employee first became aware, or should have been aware, of the incident giving rise to the grievance.

An employee shall first discuss his/her grievance with his/her immediate supervisor. If, within ten (10) days of said discussion, no resolution is reached, the employee shall present said supervisor with a written grievance on the official grievance form, (Appendix C), within fifteen (15) days of the date of the initial discussion. The supervisor will confer with all parties concerned and collect all available data concerning the grievance, prior to arriving at a decision. The supervisor shall render a decision in writing within five (5) workdays following the receipt of the grievance in writing. If the employee is not satisfied with the supervisor's decision, he/she may file an appeal in writing with the business administrator within five (5) days.

2. Stage Two

Within ten (10) days of receiving the appeal, the business administrator shall hold a hearing with the aggrieved and his/her supervisors. The business administrator shall render a written decision within five (5) days following said hearing.

ARTICLE XIII – GRIEVANCE PROCEDURES FOR DESPA EMPLOYEES continued

3. Stage Three

If the aggrieved is not satisfied with the decision at Stage 2, he/she may file an appeal to Stage 3 by delivering a written appeal to the Superintendent within ten (10) days of date of the Stage 1 decision. The Superintendent shall hold a hearing with the aggrieved within ten (10) days. A written decision will be rendered within five (5) days.

4. Stage Four

If the aggrieved is not satisfied with the decision at Stage 3, he/she may file an appeal to Stage 4 by delivering a written appeal to the Board of Education within ten (10) days of the date of the Stage 3 decision. The Board shall schedule a hearing with the aggrieved and the Superintendent within ten (10) days. A decision will be rendered in writing within five (5) days of the hearing.

5. Stage Five

If the aggrieved is not satisfied with the decision at Stage 4, and the Association finds the grievance to be meritorious, the grievance may proceed to arbitration by notifying the American Arbitration Association (AAA) and the Board of Education within fifteen (15) days of the date of the Stage 4 decision. The cost of an arbitration shall be shared equally by the District and the Association except where a stenographic record is required. In that case, the requesting party shall bear the cost unless the parties should agree to another arrangement. The parties shall abide by the American Arbitration Association rules and the decision of the arbitrator shall be final and binding upon all parties.

The arbitrator shall have no power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of the Contract. The arbitrator shall recognize that except as delineated by this Contract, all functions of management shall remain with the administration and the Board. Further, the arbitrator shall have only the power to interpret what the parties to the Contract intended by the specific clause, which is at issue.

ARTICLE XIV – DURATION OF CONTRACT

The Contract shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2010.

This Agreement contains and reflects all Agreements between the parties. All other prior Agreements between the Association and the District shall be null and void and unenforceable under this Agreement.

Other issues the parties have agreed to continue to discuss are as follows:

Article VI.K: Annual Shut Down *(Attendance language, if needed)*

Article VI.M: New Hire Employment Review *(Update language)*

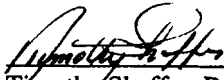
Article VIII: Vacation *(revise language for clarity on when it's earned/eligible to use)*

Article VI.P. and IX.I: Meal Reimbursement *(keep in 2 sections, or, make 1 new section; allowance review)*

Article IX: Salary *(need for Maintenance salary level(s))*

DRYDEN EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION

DRYDEN CENTRAL SCHOOL DISTRICT



Timothy Shaffer, President



Dr. Mark J. Crawford, Superintendent

November 17, 2006

Date

November 17, 2006

Date

APPENDIX A: LEAVE REQUEST FORM

DRYDEN CENTRAL SCHOOL DISTRICT - DESPA LEAVE REQUEST FORM

Name _____ Date of request _____

Job title _____

Building _____

SICK LEAVE *(to be completed immediately upon return from leave)*

Total hours of absence _____ Dates of absence _____

Sick leave hours _____

Family illness hours _____

Bereavement hours _____

PERSONAL OR OTHER LEAVE REQUEST *(to be completed and approval must be obtained by the immediate supervisor prior to this leave taking place)*

Total hours of absence _____ Dates of absence _____

Personal leave with pay _____

*Conference leave _____ *(must complete staff development form – Appendix G)*

*Visitation leave _____

Where: _____ Why: _____

Other leave _____ Reason: _____

*Non-deductible

VACATION LEAVE *(must be submitted at least two (2) weeks in advance. The District will respond within five (5) working days after receipt of written request)*

Number of hours vacation accumulated _____ Number of hours vacation requested _____

Dates of requested vacation _____ to _____

Approved Signature _____

Not Approved Certified _____

Appropriate Administrator or Supervisor

Employee to receive a copy of certified form.

APPENDIX B: FAMILY MEDICAL LEAVE ACT REQUEST FORM

DRYDEN CENTRAL SCHOOL DISTRICT

APPLICATION FOR LEAVE under the FAMILY MEDICAL LEAVE ACT 1993

(not negotiable)

I hereby apply for leave under the Family and Medical Leave Act of 1993.

I am applying for (check applicable boxes)

- ☐ Family Leave for:
- | | |
|--|--|
| <input type="checkbox"/> Birth of Child | <input type="checkbox"/> Care of Child After Birth |
| <input type="checkbox"/> Care of Adopted Child | <input type="checkbox"/> Care of Foster Child |
- ☐ Medical Leave for Serious Health Condition of:
- | | | | |
|-------------------------------|---------------------------------|--|---------------------------------|
| <input type="checkbox"/> Self | <input type="checkbox"/> Spouse | <input type="checkbox"/> Son or Daughter | <input type="checkbox"/> Parent |
|-------------------------------|---------------------------------|--|---------------------------------|

Beginning date of leave _____ Ending date of leave _____

If intermittent leave, dates of leave

If part-time, define part-time

I wish to have the following paid leave applied toward the requested leave:

- | | |
|---|---------------|
| <input type="radio"/> Sick leave from _____ | through _____ |
| <input type="radio"/> Family illness leave from _____ | through _____ |
| <input type="radio"/> Personal leave from _____ | through _____ |
| <input type="radio"/> Vacation from _____ | through _____ |

I understand that:

1. The total leave under the Family and Medical Leave Act shall not exceed twelve (12) weeks within the twelve (12) month period commencing with the first date of this leave;
2. The District may require the use of applicable paid leave time to be included in this leave period;
3. The District will continue its contribution toward my health insurance coverage for up to twelve (12) weeks, and I will continue my contribution;
4. The District may require medical certification to support my request for leave;
5. The leave as requested under the Family and Medical Leave Act is unpaid leave unless paid leave time has been applied for and approved;
6. Upon return from the leave, I will be assigned to my original position, or an assignment with like hours, pay and duties.

Signature

Date

APPENDIX C: GRIEVANCE REPORT FORM

DRYDEN CENTRAL SCHOOL - DESPA GRIEVANCE REPORT FORM
(Complete in Triplicate)

Name of Aggrieved _____

Position _____

Unit: (Check one)

_____ Dryden Faculty Association

_____ Dryden Educational Support Personnel Association

Grievance Stage: (Check one)

First _____ Second _____ Third _____ Fourth _____ Fifth _____

Date of original grievance: _____ 20 _____

Statement of grievance: _____

Redress sought: _____

Prior action taken: _____

Filed with: _____

Date: _____ 20 _____

Signature _____

Copy 1 - Stage Addressee

Copy 1 - Aggrieved

Copy 1 - DESPA President

APPENDIX D: OVERTIME REQUEST FORM

DRYDEN CENTRAL SCHOOL DISTRICT - DESPA OVERTIME REQUEST FORM

Department _____

Overtime Date _____

Name _____

Overtime Hour Minute _____

Reason for Overtime

=====

Approved _____ Disapproved _____

Reason

Superintendent or Designee (*i.e., principal/supervisor*) Date

APPENDIX E: DESPA ANNUAL EVALUTION FORM

DRYDEN CENTRAL SCHOOL DISTRICT

CLASSIFIED EMPLOYEE EVALUATION FORM

The purpose of evaluation is the improvement of employee performance.

The evaluation is to be positive in nature, which may include an unsatisfactory evaluation with constructive recommendations for improvement and offer of assistance where appropriate.

The evaluation procedure is to be continuous in nature.

The immediate supervisor shall do the written appraisal and such other supervisors as deemed advisable by the Superintendent.

The evaluation shall be written, with a copy presented to the employee at a meeting with the supervisor responsible for the evaluation.

The original evaluation with signatures will be part of the employee's personnel file.

At the evaluation meeting, the supervisor will discuss:

- the purpose and uses of performance evaluation reports;
- when necessary, make suggestions for changes or improvements;
- If an unsatisfactory evaluation, a written plan for improvement must be attached.

The employee has ten (10) days to make written comments in the space provided or on an attached sheet of paper to this evaluation, and these comments shall be part of the employee's personnel file.

EMPLOYEE NAME	JOB TITLE	ASSIGNMENT LOCATION	SCHOOL YEAR

APPENDIX E: DESPA ANNUAL EVALUTION FORM continued

DRYDEN CENTRAL SCHOOL DISTRICT - CLASSIFIED EMPLOYEE EVALUATION FORM

EMPLOYEE NAME	JOB TITLE	ASSIGNMENT LOCATION	SCHOOL YEAR

Date of Evaluation Meeting: _____ **Time:** _____ ☐ Probationary Employee Evaluation ☐ Permanent Employee Evaluation

For Probationary Employee Only:

☐ 3rd Month Evaluation Do you recommend continuing employment? ☐ Yes ☐ No

☐ 5-6th Month Evaluation Do you recommend BOE action for permanency? ☐ Yes ☐ No

(For permanent appts., a completed DESPA Perm. Appt. Form must be obtained from the human resources specialist and accompany this evaluation document)

Rating Key:

O = Outstanding (Performance is exceptional in all areas and is recognizable as far superior to others)

AA = Above Average (Results clearly exceed most position requirements. Performance is high quality and achieved consistently)

A = Average (Competent and dependable level of performance. Meets the performance standards of the job)

U = Unsatisfactory (Performance is deficient in certain areas. Results are unacceptable and require improvement)

N/A = Not Applicable (doesn't currently pertain to this employee's position)

PERFORMANCE AREAS	Rating*	EXPLANATION
<u>Skills & Knowledge:</u> Has mastery of skills that are necessary to perform services required of the position.		
<u>Acceptance & Implementation of Suggestions:</u> Accepts constructive criticism from supervisor(s) and takes steps to implement the suggestions for improvement or change.		
<u>Quality of Work:</u> Work performed is accurate, thorough, neat, and meets the expected standards of quality.		
<u>Productivity:</u> Consider the amount of work produced, organization, efficiency, utilization of time, and completes assigned work on time.		
<u>Adjusts to Work Situation:</u> Demonstrates flexibility in order to accommodate special needs.		
<u>Work Habits:</u> Demonstrates ability to organize work, care for equipment, use safety considerations, work without close supervision, use initiative.		
<u>Initiative:</u> Alert to opportunities to improve methods and skills.		
<u>Attitude & Cooperation:</u> Gets along well with staff, students, visitors, works harmoniously with others, shows enthusiasm for work.		
<u>Uses Good Judgment:</u> Is capable of arriving at a logical decision appropriate to assignment.		
<u>Personal Appearance:</u> Demonstrates cleanliness, good grooming, and appropriate attire.		
<u>Punctuality:</u> Adheres to arrival, rest periods and departure times.		
<u>Attendance:</u> Demonstrates good observance of working hours with only minimal absences from work.		Absences this school year as of: _____ (date) Sick: _____ Personal: _____ Other: _____
<u>Additional Comments (Evaluator):</u> (if more space is needed, write on the back side of this form or attach a separate piece of paper)		
EVALUATOR SIGNATURE:		DATE:
<u>Comments (Employee):</u> (if more space is needed, write on the back side of this form or attach a separate piece of paper)		
EMPLOYEE SIGNATURE*:		DATE:

*This signature indicates that the employee has seen and discussed this evaluation. It does not necessarily indicate complete agreement with all factors of the evaluation.

/s

Original: Personnel File

Copy: Employee

PAGE 2 OF 2

APPENDIX F: DESPA RESIGNATION FORM

Dryden Central School District - DESPA RESIGNATION FORM

Employee Full name: _____

Mailing Address: _____

Phone: _____

*I, (employee full name) _____, hereby offer my resignation as
(title of your resigning position) _____.*

*My last day of work in this position is:
(Weekday) _____, (Month/Day/Year) _____.*

*My effective resignation date for this position is:
(Weekday) _____, (Month/Day/Year) _____.*

Comments/Reasons: _____

(continue on the back of this page or on a new page if more room is needed)

Employee Signature

Date

*Xc: Supervisor
 Human Resources
 Personnel File
 File*

APPENDIX G: DESPA STAFF DEVELOPMENT PRIOR APPROVAL FORM

Dryden Central School District - **DESPA STAFF DEVELOPMENT PRIOR APPROVAL FORM**

DATE: _____

Employee Name: _____ Position: _____

Date: _____

Procedure to be followed:

1. Submit form to supervising administrator for approval at least two weeks prior to event.
2. Supervising administrator forwards to superintendent for approval
3. One copy of approved form will be returned to supervisor & requesting employee.
4. **Employee is responsible for their own conference registrations, transportation, housing reservations and any other pre-conference arrangements.**
5. Employee is responsible to submit for any reimbursement. Complete a claim form and include original receipts and submit to your supervisor for coding and submission to the senior account clerk/typist.
6. An evaluation may be requested.

TYPE OF REQUEST: (check the appropriate box)

☐ **WORKSHOP/CLASS**

Title of Workshop/Class: _____

Date(s) & Time of event: _____

Location: _____ Sponsor: _____

Will a substitute be needed: ____ Yes ____ No

Costs: (note: mileage will only be paid if a school vehicle has been requested to and denied by the transportation supervisor)

Travel (include tolls) \$ _____ Registration (not membership fees) \$ _____

Lodging \$ _____ Meals \$ _____ Estimated Total \$ _____

Purpose for you to attend: _____

Other Dryden Staff Attending This Conference: _____

☐ **BOOK/MAGAZINE**

Title of Book/Magazine: _____

Cost of item: _____

Purpose/Benefit: _____

☐ **JOB RELATED ORGANIZATION MEMBERSHIP**

Title of Organization: _____

Membership Term: _____

Cost: _____

Purpose/Benefit: _____

☐ **OTHER**

Describe the request, your purpose, and the cost(s): _____

AMOUNT OF REQUEST

Amount you are requesting to help you meet the above cost? _____

I understand that I am responsible for submitting all required support documents such as registration/order form, grade report, original receipts on the appropriate form to the appropriate person for processing.

Employee Signature: _____ Date: _____

TO BE COMPLETED BY THE SUPERINTENDENT:

DESPA Staff Development Committee Met: (date/time) _____ Request: ☐ Approved ☐ Not Approved

Funding Level of Approval: _____

Reason for non-approval: _____

Superintendent Signature: _____ Date: _____

APPENDIX G: DESPA STAFF DEVELOPMENT PRIOR APPROVAL FORM continued
(copy front/back w/ the form)

P. Staff Development/Conference Attendance

The Superintendent is authorized to approve requests of employees, including exempt personnel, to attend conferences.

The Dryden Central School District will provide a five thousand dollar (\$5,000) annual fund for the purpose of DESPA Staff Development. There will be a Staff Development Committee consisting of two (2) DESPA members, appointed by the DESPA President, one (1) member appointed by the Superintendent and one (1) member appointed by the Board of Education. The Committee will be responsible for determining the application process as well as the approval of requests from employees who wish to utilize this fund.

Requests must meet the following criteria to be considered eligible:

1. The request is appropriate for the applicant.
2. Value of the request to the district.
3. The content is worthwhile / training is required for job.
4. The presenter is qualified to facilitate the event.
5. Funding is available.
6. Substitute, if needed, is available.
7. Itemized information (i.e., itemized bill, program overview or agenda, etc.) must be attached to the request form. (Appendix G)

Meal Reimbursement

The maximum meal reimbursement incurred during mealtime for approved events when meals are not provided will be as follows:

Breakfast	Four dollars (\$4)
Lunch	Five dollars (\$5)
Dinner	Eight dollars (\$8)

Vouchers and receipts are required for reimbursement. *(see also Article IX.I)*

Training, Licensing, In-Service Training

Personnel attending in-service training sessions, upon request of the Board of Education, will be reimbursed at the employee's hourly rate per hour in session for the time and travel involved. Such payment will only be effected for time, excluding breaks & travel time, devoted outside of the regular working day.

TYPED BY . . .

*Lisa Stelick, Human Resources Sp.,
Dryden Central School
(607)844-5361*

PRINTED BY . . .

NYSUT

A Union of Professionals

SOUTHERN TIER – VESTAL REGIONAL OFFICE

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Vestal, New York 13850
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